

4 pages

CERTIFICATE OF MAILING BY FACSIMILE

I hereby certify that this correspondence is being sent via facsimile to the Commissioner of Patent, Washington, D.C. 20231

Winsome A. Dunn

October 30, 2001

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| | | | |
|---------------------|--|-------------|----------------|
| Application Number | 09/814,357 | Filing Date | March 21, 2001 |
| First Name Inventor | De-Chao Yu, et al. | | |
| Title | Methods of Treating Neoplasia with Combinations of Target Cell-Specific Adenovirus, Chemotherapy and Radiation | | |
| Group Art Unite | 1636 | | |
| Examiner's Name | Unassigned | | |
| Attorney Docket No. | CELL125.1US | | |

REVOCATION AND POWER OF ATTORNEY UNDER 37 CFR §3.71

Sir:

I hereby revoke all previous Powers of Attorney or authorizations of agents given in the above-identified application and hereby appoint the following as my Attorneys with full Power of Substitution to prosecute the application listed above and transact all business in the United States Patent Office connected therewith:

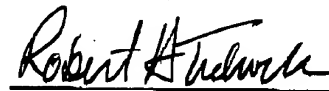
| Name | Reg. No. | Name | Reg. No. |
|--------------------|----------|--------------------|----------|
| Kenneth M. Goldman | 34,174 | Linda R. Judge | 42,702 |
| Karl Bozicevic | 28,807 | Bret Field | 37,620 |
| Carol L. Francis | 36,513 | Pamela J. Sherwood | 36,677 |

Pursuant to 37 CFR 3.73(b), I hereby state that I am empowered to act on behalf of the Assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors (copy attached). The assignment was transmitted to the Assignment Branch of the United States Patent and Trademark Office for recordal.

Please direct all communications to:

BOZICEVIC FIELD & FRANCIS LLP
200 Middlefield Road, Suite 200
Menlo Park, California 94025
Tele: (650) 327-3400 Fax: (650) 327-3231

Date: October 30, 2001



Robert H. Tidwell
Secretary
CALYDON, INC.



Torney Docket No.: 348022001600

ASSIGNMENT
JOINT

THIS ASSIGNMENT, by De-Chao YU, Yu CHEN and Daniel R. HENDERSON (hereinafter referred to as the assignors), residing at 352 Dolphin Isle, Foster City, California 94404, 10511 John Way, Cupertino, California 95014 and 955 Matadero Avenue, Palo Alto, California 94306, respectively, witnesseseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHODS OF TREATING NEOPLASIA WITH COMBINATION TARGET CELL-SPECIFIC ADENOVIRUS, CHEMOTHERAPY AND RADIATION, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/814,357 and filed on March 21, 2001; and

WHEREAS, Calydon, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 1324 Chesapeake Terrace, Sunnyvale, California 94089 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or releases or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

9/5/01

Date

De-Chao YU

Date

Yu CHEN

Date

Daniel R. HENDERSON

Attorney Docket No.: 348022001600

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by De-Chao YU, Yu CHEN and Daniel R. HENDERSON (hereinafter referred to as the assignors), residing at 352 Delphin Isle, Foster City, California 94404, 10511 John Way, Cupertino, California 95014 and 955 Matadero Avenue, Palo Alto, California 94306, respectively, witnesses:

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to and to any and all divisions, continuations and continuations-in-part of said application, or releases or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any release or extension of any Letters Patent, as he obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

De-Chao YU

Date

9-21-2001

Yu CHEN

Date

Daniel R. HENDERSON

Attorney Docket No. 348022001600

ASSIGNMENT JOINT

THIS ASSIGNMENT, by De-Chao YU, Yu CHEN and Daniel R. HENDERSON (hereinafter referred to as the assignors), residing at 352 Dolphin Isle, Foster City, California 94064, 10511 John Way, Cupertino, California 95014 and 955 Mendocino Avenue, Palo Alto, California 94306, respectively, witnesses:

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WHEREAS, Calydon, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 1324 Chesapeake Terrace, San Jose, California 94089 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or renewals or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

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AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

De-Chao YU

Date

Yu CHEN

Date

Daniel R. HENDERSON

pa-381002